

INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY COMPUTER SERVICES

WHEREAS, each of the Libraries listed on Exhibit A to this Agreement is either a local library established pursuant to the Local Library Act, 75 ILCS 5/ 1-0.1, et seq., or a public library district established pursuant to the Public Library District Act, 75 ILCS 16/ 1-1 et seq.; and

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970 and to the Intergovernmental Agreement Act, 5 ILCS 220/ 1 et seq., and to the respective statutes pursuant to which each of the said Libraries is established, the Board of Trustees of each of the said Libraries is empowered and authorized to enter into intergovernmental contracts and agreements for library services; and

WHEREAS, the Libraries which are signatories to this Agreement wish to cooperate jointly and mutually among themselves to provide library automation and library computer services;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and in further consideration of the execution of this Agreement by any one or more of the other Libraries listed on Exhibit A, the Library whose signature is set forth below hereby agrees as follows:

1. There is hereby created and established an intergovernmental entity to be known as the Cooperative Computer Services, a body politic and corporate ("CCS"), which shall be the administrative entity formed to carry out the joint and cooperative undertakings of this Agreement.
2. CCS shall be comprised of each of the Libraries which are signatories to this Agreement, each of which Libraries shall be designated a "Member" of CCS.
3. The affairs of CCS shall be conducted by a Governing Board, which shall be composed of one representative from each of its Members.
4. Each representative to the Governing Board of CCS shall be appointed by the Board of Trustees of the Member from among the Trustees of such Member or its head librarian. Each such representative shall have such authority and power as shall be conferred by the appointing Member.
5. CCS may exercise any power, privilege, or authority, consistent with its bylaws, which may be exercised by any of its Members, and may perform any governmental service, activity, or undertaking which any of the parties hereto is authorized by law to perform.
6. The Governing Board of CCS shall adopt bylaws consistent with law and with

this Agreement to govern its operation, which bylaws shall include, among other things, provisions dealing with election of officers, meetings, voting, contracts, budgeting, receipt and expenditure funds, ownership of real and personal property, operational services, employment of staff, assessment of fees, establishment and termination of membership, and dissolution.

7. This Agreement shall become effective and binding upon and inure to the benefit of the Libraries signing this Agreement, and their respective successors and assigns, as of the date of execution by any two (2) or more of the Libraries listed on Exhibit A; provided, however, that this Agreement shall be null and void ab initio unless by September 22, 1987, not less than less than twenty-three (23) of the Libraries listed on Exhibit A attached hereto have so signed.

8. Cooperative Computer Services, an intergovernmental entity established pursuant to the Illinois Constitution and statutes, shall provide Social Security coverage to its employees. The Governing Board shall enter into a Section 218 Agreement on behalf of the employees of CCS pursuant to Section 218 of the Social Security Act (42 U.S.C. 418) by entering into a coverage agreement with the Social Security Division of the Illinois State Employees' Retirement System, in accordance with Article 21 of the Illinois Pension Code (40 ILCS 5/21-101). The Governing Board is authorized to take such other and further action as may be necessary or desirable to provide and maintain Social Security coverage to the employees of CCS.

IN WITNESS WHEREOF, the Library whose signature is set forth below, acting under authority of its Board of Trustees, has caused this Agreement to be duly executed. This Agreement shall be executed in several counterparts, each of which shall be signed by one Member Library, and each separate Agreement and all such collectively constitute one original.

_____ PUBLIC LIBRARY _____

BY: _____
ITS PRESIDENT

ATTEST:

BY: _____
ITS SECRETARY

APPROVED THIS _____ DAY OF _____, _____.